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ATTORNEYS AND COUNSELORS AT LAW

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RECORDATION NO. 15765-19
FILED 1988

SEP 23 1988 - 9 05 AM

INTERSTATE COMMERCE COMMISSION

8 267A033

No. SEP 23 1988
Date
Fee \$ 26.00

ICC Washington, D. C.

September 23, 1988

The Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 15765-E
FILED 1988

SEP 23 1988 - 9 05 AM

INTERSTATE COMMERCE COMMISSION

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are the original and one counterpart each of (i) Lease Supplement No. 2, dated September 23, 1988, relating to the Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a primary document, dated as of July 15, 1988, recorded under Recordation No. 15765; and (ii) Loan and Security Agreement Supplement No. 2, dated September 23, 1988, relating to the Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation, ("Lender"), and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, ("Owner Trustee"), a primary document, dated as of July 15, 1988, recorded under Recordation No. 15765-B.

It is my understanding that the Recordation numbers to be assigned to these two new documents, as described in the preceding paragraph, will be: (i) 15765-D and (ii) 15765-E.

The names and addresses of the parties to the enclosed documents are as follows:

- (i) Lease Supplement No. 2

100 OFFICE OF
THE SECRETARY
SEP 23 9 29 AM '88
MOTOR OPERATING UNIT

File - Maser
Secretary

Letter to Secretary McGee
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LESSEE: Cargill, Incorporated
P.O. Box 9300
Minneapolis, MN 55440

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

(ii) Loan and Security Agreement Supplement No. 2

LENDER: The Prudential Insurance Company
of America
c/o Prudential Capital Corporation
3701 Wayzata Boulevard
Minneapolis, Minnesota 55416

OWNER TRUSTEE: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule 1.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and The Prudential Insurance Company of America mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original of the enclosed documents to John K. Maser III, Esq., Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$26.00 for the required recording fees.

Letter to Secretary McGee
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A short summary of the documents to appear in the index follows:

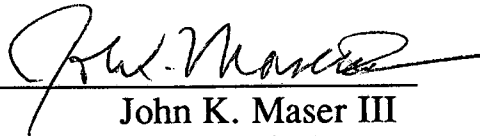
SECONDARY DOCUMENTS:

1. Lease Supplement No. 2, dated September 23, 1988, relating to the Lease of Railroad Equipment, dated as of July 15, 1988, recorded under Recordation No. 15765, between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, Minnesota 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Lessor"), relating to 40 Rail Tank Cars, Lessee Identification Nos. CRGX 4903 to 4942 (inclusive).
2. Loan and Security Agreement Supplement No. 2, dated September 23, 1988, relating to the Loan and Security Agreement, dated as of July 15, 1988, recorded under Recordation No. 15765-B, between The Prudential Insurance Company of America, a New Jersey corporation, c/o Prudential Capital Corporation, 3701 Wayzata Boulevard, Minneapolis, Minnesota 55416 ("Lender") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Owner Trustee"), relating to 40 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX 4903 to 4942 (inclusive).

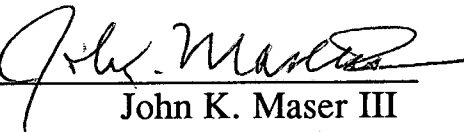
Letter to Secretary McGee
Page 4
September 23, 1988

Very truly yours,


CARGILL, INCORPORATED

By 
John K. Maser III
Attorney-in-Fact

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By 
John K. Maser III
Attorney-in-Fact

WILMINGTON TRUST COMPANY

By 
John K. Maser III
Attorney-in-Fact

004/207-B
Attachments

SCHEDULE 1

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identifi- cation Nos.</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifica- tions</u>	<u>Specifications</u>	<u>Purchase Price</u>
Corn Milling Cars 40	Trinity Industries, Inc.	CRGX 4903 to CRGX 4942 (inclusive)	T-104	III A100W-1	BO 8762	\$48,116

RECORDATION NO. 15765 E

SEP 23 1988 9 05 AM

SUPPLEMENT NO. 2 TO LOAN AND SECURITY AGREEMENT INTERSTATE COMMERCE COMMISSION

This Supplement No. 2 is dated as of September 23, 1988 and is entered into by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee under that certain Trust Agreement, dated as of July 15, 1988 between BancBoston Leasing Inc. and said trustee (the "Owner Trustee"), and The Prudential Insurance Company of America, a New Jersey corporation (the "Lender").

A. The Owner Trustee and the Lender have entered into a Loan and Security Agreement dated as of July 15, 1988 (as from time to time supplemented, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Loan and Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign, pledge, hypothecate and grant a continuing security interest unto the Lender, its successors and assigns, in and to all and singular of the Owner Trustee's properties, rights, interests and privileges and the proceeds thereof (whether now owned or hereafter acquired), except any Excepted Rights in Collateral, including, without limitation, the following:

- (a) each of the Rail Cars described in Schedule A annexed hereto;
- (b) all additional or substituted Rail Cars which hereafter may be subjected to the lien and security interest of the Agreement by operation thereof;
- (c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing;
- (d) each Lease Supplement relating to such Rail Cars and all amounts payable thereunder.

TO HAVE AND TO HOLD the above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts, each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

WILMINGTON TRUST COMPANY,
not individually (except
as otherwise provided in the
Agreement), but solely in its
capacity as Owner Trustee
under the Trust Agreement

By

Its

State of Delaware
County of New Castle ss.

On this 16th day of September, 1988, before me personally appeared Emmett R. Harmon, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Wallace
Notary Public

My Commission Expires:

4/20/91

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

[Seal]

By *[Signature]* *10/3* *MW*
Its VICE President, Administration

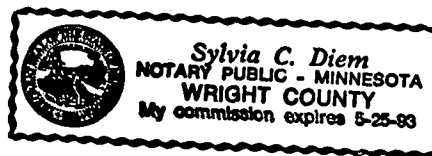
State of MINNESOTA)
County of HENNEPIN) ss.

On this 19 day of SEPTEMBER, 1988, before me personally appeared JOHN S. HAY, to me personally known, who, being by me duly sworn, did say that he is a VICE PRESIDENT of The Prudential Insurance Company of America, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. *ADMINISTRATION*

[Signature]
Notary Public

My Commission Expires:

5-25-93



3969T

SCHEDULE A TO LOAN AND
SECURITY AGREEMENT
SUPPLEMENT

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identifi- cation Nos.</u>	<u>AAR Mechanical Description</u>	<u>DOT speci- fications</u>	<u>Specifica- tions</u>	<u>Purchase Price</u>
Corn Milling Cars 40	Trinity Indus- tries, Inc.	CRGX 4903- CRGX 4942 (inclusive)	T-104	111A100W-1	BO 8762	\$48,116